

## **PART I SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 Section K Incorporated By Reference**

Section K, Representations, Certifications must be deemed incorporated by reference in the contract.

### **H.2 Access to FAA Property and Facilities**

(a) The effort required to be accomplished under this contract may require the contractor to perform work at facilities operated by the FAA. The contractor, therefore, will be granted ingress and egress at the specific sites where the effort is to be performed. Access to a site must be coordinated with the FAA COTR and approved by the CO.

(b) While contractor personnel are at a site, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the contractor has access at all times will be in the custody of the FAA and will not be considered "FAA Property" or facilities furnished to the contractor.

(c) The contractor must require that all contractor personnel who perform work at FAA facilities wear FAA identification badges that clearly identify individuals as contractor employees.

(d) The FAA reserves the right to issue DOT identification badges to contractor employees. If DOT badges are required, they will be issued in accordance with DOT procedures.

(e) If it is brought to the attention of the FAA that any contractor or subcontractor employee working on this contract does not comply with the rules and regulations of the site, the contractor will be advised in writing by the Contracting Officer and access to the FAA facilities may be denied or withdrawn for that employee.

### **H.3 Indemnity (Government Negligence Excepted)**

The Contractor must be responsible for and must indemnify and hold the Government harmless in connection with any loss or liability from damage to or destruction of property (including Government furnished property) or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury or death arises out of, or is caused by the Contractor's performance of work under this contract, unless such damage, destruction, injury or death is caused solely by the active negligence of the Government's employees, agents, or representatives. The Contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed on Government premises in whole, or in part. This clause does not apply to accidents caused by defects or deficiencies in supplies delivered under this contract.

#### **H.4 Personal Services**

No personal services must be performed under this contract. No Contractor employees will be directly supervised by the Government. The applicable Contractor Supervisor must give contractor employee's assignments and daily work direction. If the Contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, The Contractor must promptly notify the Contracting Officer of this communication or actions.

The Contractor must not perform any inherently Government actions under this contract. No Contractor employee must hold him or herself out to be a Government employee, agent or representative. No Contractor employee must state orally or in writing at any time that he or she is acting on behalf on the Government. In all communications with third parties in connection with this contract, Contractor employees must identify themselves as Contractor employees and specify the name of the company for which they contract, the contractor employee must state that they have no authority, in any way, to change the contract. IF the other Contractor believes this communication to be a direction to change the contract, they should notify the Contracting Officer for that contract and not carry out the direction until clarification has been issued by the Contracting Officer.

The Contractor must insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause must limit the Government's right in any way under any other provision of the contract including those related to the Government's right to inspect can accept the service to be performed under this contract. The substance of this clause must be included in all subcontracts at any tier.

#### **H.5 Confidentiality of Data and Information**

The Contractor and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government, which the government obtained under conditions which restrict the government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions of such data and not to:

- (1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer unless the /government has made the data and information available to the public; and

(2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

(a) In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor must obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contracting Officer for information only. These agreements must prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use or disclosure to any individual, corporation, organization so long as it remain proprietary.

(b) Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The contractor must obtain from each employee engaged in any effort connected with this contract, an agreement in writing which must in substance provide that such employee will not during his/her employment by the contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") receiving in connection with the work under this contract.

(c) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting in the unauthorized use or disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

(d) The contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exception from this requirement for individual subcontract in the event that:

The contractor considers the application of the prohibition of this provisions to be inappropriate and unnecessary in the case of a particular subcontract;

The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;

Use of an alternate subcontract source would unreasonably detract from the quality of effort; and;

The Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(e) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor must return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the Contractor's agreement with that company. The Contractor must further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company), have been deleted from the Contractor's (and any subcontractor's ) records and destroyed.

These restrictions do not limit the Contractor's (or subcontractor's ) right to use and disclose any data and information obtained from another source without restrictions.

#### **H.6 Release and Dissemination of Information**

The Contractor must not publish, permit to be published or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract with prior written consent of the Contracting Officer. Except as required by law or regulation, the Contractor must issue no news release, public announcement or advertising material concerning this contract without prior written consent of the CO. Two (2) copies of any material proposed to be published or distributed must be submitted to the CO and COTR for review 30 calendar days prior to publication.

#### **H. 7 Purchase of Equipment and/or Supplies**

The Contractor must obtain prior written approval from the Contracting Officer for any equipment, supplies or services procurement which has a total value of one thousand dollars (\$1,000.00).

#### **H.8 Warranty**

Notwithstanding the provisions of AMS clauses 3.10.4.2 and 3.10.4.3, Inspection of Supplies--Cost Reimbursement (April 1996) and Inspection of Services--Both Fixed-Price & Cost Reimbursement respectively, supplies and services accepted by the Government are warranted by the Contractor to be free from any defects in workmanship and are also warranted to be in conformity with contract requirements. The contractor shall provide the normal manufacturer's/vendors warranties associated with this type of acquisition/purchase. The warranties shall be effective at the time of the Government's acceptance of the equipment/software, including replacement parts at no additional cost, if applicable, for one (1) year after acceptance.

## H.9 Government-Furnished Property (GFP)

The Government will provide access to AIM Modernization system Contractors and all existing documentation, source code, drawings and other artifacts. The Government will provide access to incumbent NAIMES Contractors and all existing NAIMES documentation, source code, drawings and other artifacts. The Government will provide access to incumbent MILOPS Contractors and all existing MILOPS documentation, source code, drawing and other artifacts.

## H.10 Qualifications of Employees

| Labor Category            | Qualifications  |
|---------------------------|---|
| Program Manager           | <p><b>Function:</b> Responsible for business and financial, programmatic and administrative aspects of project performance (i.e., contractual, administrative, deliverables management, program performance metrics and financial). Manage and supervise personnel involved in relevant areas of project activity. Establish and maintain technical and financial reports in order to show progress to corporate management and clients. Manage client contact to ensure conformity to all contractual obligations. Support development, maintenance, and implementation of work order management plans, a document which guides the performance of all functional activities performed on the individual work orders. Monitor and report on program metrics, analysis, and progress relative to program plans, programmatic and financial baselines.</p> <p><b>Experience:</b> A bachelors degree with 10 years experience or a masters degree with 8 years experience or a doctorate degree with 6 years experience. The degree must be in Program Management, Information Systems, Engineering, Information System Management, or Computer Science. The experience must be related to information technology system program/business management, three (3) years must have occurred within the last five (5) years, on large government technical contracts. The candidate must have at least 3 years experience as a certified project or program management professional such as the Project Management Institute (PMI) Project Management Professional (PMP) certification.</p> |
| Quality Assurance Manager | <p><b>Functions:</b> Oversees all aspects of the organization's quality management efforts, such as developing and administrating the program, training and coaching employees and facilitating change throughout the organization. Responsible for establishing strategic plans, policies and procedures at all levels to quality improvement efforts will meet or exceed internal and external customers' needs and expectations. Collects, organizes, monitors and distributes information related to quality and process improvement functions, possibly including but not limited to compliance to and/or documentation of quality management standards, such as ISO 9001. Typically generates reports using computer skills and distributes those reports to various users in the organization, customers or suppliers.</p>   |

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|                             | <p><b>Qualifications:</b> A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university and five years of experience performing the foregoing functions, OR a Masters Degree and two years experience performing the foregoing functions Minimum 1 year experience with ISO 9001</p>   |
| Lead Key Administrator      | <p><b>Functions:</b> Supervises and manages the daily activities of configuration and operation of business systems, which may be mainframe, mini, or client/server based Optimizes system operation and resource utilization, and performs system capacity analysis and planning Provides assistance to users in accessing and using business systems</p> <p><b>Functions:</b> Establishes and manages project requirements in the areas of business management, financial, management, program scheduling, critical path analyses, support requirements, and performs other related analyst/management activities required for successful completion of the task Conducts impact studies, cost/benefit analyses, dependency models, and project tracking methodologies to ensure the success and efficiency of the project</p> <p><b>Qualifications:</b> A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university and five years of experience performing the foregoing functions</p> |
| System Administrator        | <p><b>Functions:</b> Supports the daily activities of configuration and operation of business systems, which may be mainframe, mini, or client/server based Optimizes system operation and resource utilization, and performs system capacity analysis and planning Provides assistance to users in accessing and using business systems</p> <p><b>Qualifications:</b> A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university and 2 years of experience performing the foregoing functions OR 5 years experience in system administration</p>   |
| Lead Database Administrator | <p><b>Functions:</b> Applies knowledge of computer science concepts and techniques in the design, development, installation and maintenance of relational databases to satisfy engineering, scientific, or business data acquisition and management Develops and maintains necessary public synonyms, data base links, and user access controls Provides database tuning and monitoring to insure effective and efficient data access to include comparison of performance ratios, tuning of memory configuration, disk I/O, and application software, design and maintenance of the physical layout of the databases and calculating disk space requirements for database tables and indexes Responsible for developing project plans, justifications, guidelines, and controls</p>  |

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|                         | <p><b>Qualifications:</b> A Bachelor's degree and two years of experience performing the foregoing functions.</p>   |
| Database Administrator  | <p><b>Functions:</b> Applies knowledge of computer science concepts and techniques in the design, development, installation and maintenance of relational databases to satisfy engineering, scientific, or business data acquisition and management. Develops and maintains necessary public synonyms, data base links, and user access controls. Provides database tuning and monitoring to insure effective and efficient data access to include comparison of performance ratios, tuning of memory configuration, disk I/O, and application software. Design and maintenance of the physical layout of the databases and calculating disk space requirements for database tables and indexes. Responsible for segments or phases of broader, more complex projects.</p> <p><b>Qualifications:</b> A Bachelor's degree and two years of experience performing the foregoing functions OR high school diploma and a degree from an accredited technical institution and five years of experience performing the foregoing functions.</p> |
| Lead Software Developer | <p><b>Functions:</b> Manages overall software development and support requirements for reused legacy systems and new development activities. Supervises other software developers to accomplish software planning, development, integration, testing, baseline documentation, and release verifications. Maintains software development libraries; prepares software Test Procedures, in development, draft and final form; generates software design documentation, in development, draft and final form; prepares software development schedules; Configuration Management documentation and records; Software test results; Software Quality Assurance records; Requirements Traceability database; and Software Development Folders.</p> <p><b>Qualifications:</b> A Bachelor's degree in engineering, computer science or other information technology field with ten years experience performing the foregoing functions, OR a Masters Degree and five years experience performing the foregoing functions.</p>                     |
| Software Developer      | <p><b>Functions:</b> Performs software development and support requirements for reused legacy systems and new development activities. Accomplish software planning, development, integration, testing, baseline documentation, and release verifications. Maintains software development libraries; prepares software Test Procedures, in development, draft and final form; generates software design documentation, in development, draft and final form; prepares software development schedules; Configuration Management documentation and records; Software test results; Software Quality Assurance records; Requirements Traceability database; and Software Development Folders.</p> <p><b>Qualifications:</b> A Bachelor's degree in engineering, computer science or other information technology degree.</p>  |

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| Network/Security Engineer | <p><b>Functions:</b> Design, evaluate, formulate the acquisition of installations, and provides overall support for LANs and WANs. Perform project planning, cost analysis and all aspects of large-scale projects. Designs, tests, and implements large scale LAN and WAN networks. Support security assessments and development of Security Certification Authorization Packages (SCAP).</p> <p><b>Qualifications:</b> A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university and four years of experience performing the foregoing functions, OR a Masters Degree and two years experience performing the foregoing functions. Must have certification in network engineering or information technology security.</p>   |
| Help Desk Technician(s)   | <p><b>Functions:</b> Legacy NAIMES and new system management, hardware and software engineering, 24 X 7 system monitoring and troubleshooting, security management, server system and workstation maintenance. Staffing and operation of a 24/7 user Help Desk for voice help to field site personnel using the NAIMES systems. Responsibility for closure on all legacy NAIMES and new system hardware or software related problems.</p> <p><b>Qualifications:</b> Minimum of two years experience or education for information technology systems. Experience may include maintaining and supporting diverse hardware and software systems; experience with Sun computer systems running Solaris, Intel computers running Windows server, Intel computers running Linux; experience with databases including Oracle 9i and greater, MySQL, PostgreSQL and Microsoft SQLServer. Experience with customer support and service.</p> |

#### H. 11 AMS Clause 3.8.2-17 Key Personnel and Facilities (July 1996)

The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

|             |                       |
|-------------|-----------------------|
| <u>Name</u> | <u>Labor Category</u> |
|             | Project Manager       |
|             | Senior Analyst        |



**H.12 AMS 3.8.2-22 Substitution or Addition of Personnel (October 2006)**

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 200 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 45 days (if a security clearance must be obtained), at least 15 days before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract

price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

### **H.13 Small Business/Small Disadvantaged Business/Women-owned Small Business Subcontracting Goals**

The Contractor, if not a Small Business, must establish the following below listed subcontracting goals in their subcontracting plan, submitted in accordance with AMS Clause 3.6.1-4, "Small, Small-Disadvantaged and Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan."

Work shall be allocated at least twenty-five (25) percent of the contract dollar value to small businesses over the full life of the contract. This twenty-five (25) percent of the contract dollar value to be allocated to small businesses is further broken down 10% small disadvantaged, 5% women-owned and 3% service disabled veteran owned."

The small business and disadvantaged Business Subcontracting Plan, (to be completed after award), if determined by the Contracting Officer to be acceptable, will be incorporated into this contract.

### **H.14 Control Over Subcontractor Data**

The contractor must control the generation, receipt, approval, storage, and delivery of subcontractor data. The contractor must ensure that subcontractor data meets all the Engineering, logistics, and technical requirements of the contract.

### **H.15 Subcontractors/Consultants**

Before employment of any additional subcontractors/consultants under this contract, the Contractor must obtain consent from the Contracting Officer. The Contracting Officer has sole responsibility for approving subcontracts and consulting agreements.

In requesting such consent, the Contractor must furnish all pertinent information required by the Contracting Officer, which may include the name or names of individuals under consideration, extent of proposed employment, the unexecuted subcontract document, potential conflict of interest and the rate of reimbursement.

The Contractor is authorized to use the following subcontractors or consultants in performance of this effort:

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#### **H.16 Restrictions on Printing and Duplication**

(1) The congressional Joint Committee on Printing has directed that Contractors providing equipment and services must not be prime sources of printing for Government agencies. However, duplicating of reports, data, or other written material is authorized provided that the material produced does not exceed (i) 5,000 production units or any one page and (ii) 25,000 production units in the aggregate when multiple pages are involved. Thus duplicating by the Contract is not permitted under any circumstance if more than one color is involved, if contract negatives are involved, or if the pages exceed the maximum size of 10-3/4 x 14-1/4 inches.

(2) These restrictions do not preclude the writing, editing, and preparation of a manuscript or reproducible copy or coincidental printing (such as forms or instruction material) required by or used in connection with the performance of this contract.

(3) When printed material required to be furnished under this contract exceeds the production units limits or is otherwise not permitted as specified in paragraph (a) above, the Contractor must furnish such material as unjustified clear typed text on one side only. Line drawings and photographs, will be suitable as camera-ready copy for offset printing.

#### **H.17 Travel And Subsistence Reimbursement**

a. Travel Cost. Except as otherwise provided herein, the Contractor must be reimbursed for travel on the basis of actual costs incurred (receipts required) subject to the following:

(1) All travel, whether it be within the continental United States or outside the continental United States must be accomplished by commercial carrier, privately-owned automobile or auto rental and the cost paid by the Contractor. The Government will reimburse the Contractor for domestic transportation on the basis of actual cost if by commercial or Government carrier, and at the current rate per mile, plus road and bridge tolls, when travel is performed by private automobile. Auto rentals will be reimbursed at actual cost plus road and bridge tolls.

(2) The travel reimbursement herein includes only that travel (commercial carrier, or private automobile or auto- rent) performed from the Contractor's facility to the site of work, between the sites of work, and from the site of work to the Contractor's facility. Travel within a Government installation where Government transportation is available, and travel performed for personal convenience, including daily travel to and from work will not be reimbursed.

(3) Relocation costs and costs and travel costs incident to relocation are not allowable and will not be reimbursed.

b. Per Diem: The Contractor will be reimbursed for the expense of meals, lodging, transportation between place of lodging or business and places where meals are taken, and any other miscellaneous travel and living expense incurred in the performance of this contract at the per diem rate as set forth in accordance with the Federal Travel Regulations. Per Diem must be payable only when the Contractor's employee is in

an authorized travel status. The per diem rate must be established in accordance with the Department of Transportation travel Regulation or a set rate agreed upon by the parties, however, such a set rate must not exceed the maximum amount permitted by the Federal Travel Regulations. Travel costs must be reimbursed only as specifically authorized in advance by a written notice from the contracting officer.

#### **H.18 Section 508 of the Rehabilitation Act**

It is the policy of the Department of Transportation to provide access to all of its programs, services and information to people with disabilities that is comparable to the level of access provided to others. Section 504 of the Rehabilitation Act, and related Departmental regulations have made this a requirement since 1978. With the passage of recent amendments to SECTION 508 of the Rehabilitation act, the FAA must ensure that the Department's electronic and information technologies (EIT) meets specific accessibility standards for people with disabilities, including both employees and the customers we serve, whenever we develop, procure, maintain or use EIT. Hence, The FAA has a requirement to comply with the provisions of SECTION 508 of the Rehabilitation Act as amended (as of June 21, 2001) and requires the contractor to provide any information as to their capacity to comply with requirement along with your technical and proposal.

#### **H.19 Observance of Legal Holidays and Administrative Leave**

Contractor personnel must not be required to work on holidays, unless directed by the Contracting Officer's Representative. The following is a list of U.S. Federal holidays:

New Year's Day, January 1  
Martin Luther King's birthday, the third Monday in January  
President's Day, the third Monday in February  
Memorial Day, the last Monday in May  
Independence Day, July 4  
Labor Day, the first Monday in September  
Columbus Day, the second Monday in October  
Veteran's Day, November 11  
Thanksgiving Day, the fourth Thursday in November  
Christmas Day, December 25  
Any other day designated by Federal statute, executive order,  
or Presidential proclamation.

Adverse weather conditions or national emergencies may require the facility to reduce its personnel requirements to only those who are operationally necessary. The FAA will not pay the Contractor compensation for such days of reduced staffing. In the event a national emergency requires Contractor assistance on national holidays, notification will be made by the Contracting Officer's Representative.